



CITY OF MIAMI SPRINGS

REQUEST FOR PROPOSALS

No. 04-20/21

CAPITAL IMPROVEMENT AND EQUIPMENT ACQUISITION REVENUE NOTE

CITY COUNCIL

Maria Puente Mitchell, Mayor
Bob Best, Vice Mayor
Councilman Walter Fajet, Ph.D.
Councilwoman Jacky Bravo
Councilman Victor Vazquez, Ph.D.

CITY MANAGER

William Alonso

CITY CLERK

Erika Gonzalez, MMC

CITY ATTORNEY

Weiss Serota Helfman Cole + Bierman, P.L.

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 04-20/21**



PUBLIC NOTICE

RFP Name: CAPITAL IMPROVEMENT AND
EQUIPMENT ACQUISITION REVENUE NOTE

RFP No.: 04-20/21

Optional Pre-Proposal Conference: **September 23, 2021 at 10:00 A.M. (EST) Hybrid Meeting
(In Person & Zoom)**
City of Miami Springs -City Hall
201 Westward Drive – Second Floor – Council Chambers
Miami Springs, FL 33166
Zoom Meeting Details
<https://us02web.zoom.us/j/86034393666>
Meeting ID: 860 3439 3666
One tap mobile – 1-301-715-8592

Proposal Deadline: **October 6, 2021 at 2:30 P.M. (EST) Hybrid Meeting
(In Person & Zoom)**
City of Miami Springs -City Hall
201 Westward Drive – Second Floor – Council Chambers
Miami Springs, FL 33166
Zoom Meeting Details
<https://us02web.zoom.us/j/82282276971>
Meeting ID: 822 8227 6971
One tap mobile – 1-301-715-8592

NOTICE IS HEREBY GIVEN that the City of Miami Springs ("City") is soliciting proposals from qualified financial institutions to provide a tax-exempt bank qualified fixed rate revenue note for capital improvements and equipment acquisition (the "Revenue Note") in the amount of \$645,000 at the lowest overall borrowing cost, pursuant to certain conditions for a five (5) year term with quarterly payments. The City will review submittals only from those financial institutions that submit a proposal packet that includes all the information required to be included as described herein (in the sole judgment of the City). The City intends to award a financial institution that provides: (a) the lowest overall borrowing cost and best fixed rate for the entire term of the Revenue Note, and (b) the best terms and conditions determined by the City to be most advantageous to the City. Interested banks and financial institutions ("Respondents") may obtain a copy of Request for Proposals No. 04-20/21 (the "RFP") to be issued on September 20, 2021 at the City of Miami Springs, City Hall, City Clerk's Office, 2nd floor, 201 Westward Drive, Miami Springs, FL 33166 or through the Onvia DemandStar portal (www.demandstar.com) or on the City's webpage at <https://www.miamisprings-fl.gov/rfps>. The RFP contains detailed information about the scope of Revenue Note, submission requirements, and selection procedures.

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The proposal shall be uploaded onto DemandStar and marked "Proposal to City of Miami Springs RFP No. 04-20/21 for Capital Improvement and Equipment Acquisition Revenue Note. Proposals must be received by the City by no later than October 6, 2021 by 2:30 p.m. (EST) in person at City of Miami Springs City Hall, City Clerk's Office, 201 Westward Drive, Second Floor, Miami Springs, FL 33166, via DemandStar at which time the Proposals will be opened publicly. Any proposal received after this time and date, whether by mail or otherwise, will be returned unopened. Respondents are responsible for ensuring that their proposal is received in the Clerk's Office by the deadline.

Interested Respondents may obtain the full RFP through the Onvia DemandStar portal (www.demandstar.com). If Respondents elect to use DemandStar, it is strongly encouraged to register with the website to receive notifications pertaining to this solicitation. All notices and any addenda issued by the City with respect to the RFP will be made available through the DemandStar portal. It is the Respondent's sole responsibility to ensure receipt of any issued notice or addenda relating to this RFP once posted to DemandStar.

An optional pre-proposal conference will be held on September 23, 2021 at 10:00 A.M. (EST) at City of Miami Springs, City Hall, Council Chambers, 201 Westward Drive, Second Floor, Miami Springs, FL 33166 and virtually via Zoom. Respondents planning to submit Proposals may attend this meeting either in person or virtually. Respondents should allow sufficient time to ensure arrival prior to the indicated time.

Pursuant to subsection (t) "Cone of Silence" of Section 2-11.1 "Conflict of Interest and Code of Ethics Ordinance" of Miami-Dade County, public notice is hereby given that a "Cone of Silence" is imposed concerning this solicitation. The "Cone of Silence" prohibits communications concerning RFP's, RFQ's or Bids, until such time as a written recommendation is presented to the City Mayor and Council concerning the transaction. Procedures regarding the Cone of Silence can be found in the RFP documents.

Any questions, requests for information, or clarification pertaining to this RFP must be made in writing by no later than September 29, 2021 by 5:00 P.M. (EST) to: Zuzell E. Murguido, Procurement Specialist II, City of Miami Springs, 201 Westward Drive, Miami Springs, FL 33166, Telephone 305-805-5054, Email: murguido@miamisprings-fl.gov.

Dated: September 15, 2021

Published: September 20, 2021 (Daily Business Review)

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SECTION 1
INFORMATION FOR THE RESPONDENTS

1.1 INTRODUCTION/GENERAL BACKGROUND

The City of Miami Springs (the “City”), a municipality located in Miami-Dade County, Florida, is soliciting proposals from qualified financial institutions (the “Financial Institution” or “Respondent”) to provide a tax-exempt bank qualified fixed rate revenue note (the “Revenue Note”) as more particularly set forth in Section 2 of this RFP.

The City intends to award a financial institution that provides: (a) the lowest overall borrowing cost and best fixed rate for the entire term of the note, and (b) the best terms and conditions determined by the City to be most advantageous to the City.

1.2 SCHEDULE OF EVENTS

The following schedule shall govern this RFP. The City reserves the right to change the scheduled dates and times at its sole discretion.

No.	Event	Date	Time (EST)
1	Advertisement/ Distribution of RFP (Cone of Silence Begins)	September 20, 2021	8:00 A.M.
2	Optional Pre-Proposal Meeting	September 23, 2021	10:00 A.M.
3	Closing Date for Respondent Questions	September 29, 2021	5:00 P.M.
4	City’s Answers to Questions by Respondents	October 1, 2021	5:00 P.M.
5	Proposals Due & Opened (Hybrid - via virtual meeting on Zoom & at City Hall Council Chambers)	October 6, 2021	2:30 P.M.
6	City Staff Member’s Review of Proposals for Responsiveness	October 6 - 13, 2021	All Day
7	City Negotiations with Bank/Preparation of Resolution/Revenue Note Documents	October 13 – November 2, 2021	All Day
8	City Manager Issues Recommendation to Council	November 3, 2021	5:00 P.M.
9	Council Meeting to Select a Financial Institution and Approve Terms of Revenue Bond(s)	November 8, 2021	7:00 P.M.

1.3 CONE OF SILENCE

Notwithstanding any other provision in this RFP, the provisions of Section 2-11.1 Conflict of Interest and Code of Ethics Ordinance, as set forth in subsection (t) “Cone of Silence,” of the Miami-Dade County Code are applicable to this RFP.

The Cone of Silence shall be imposed on this RFP upon its advertisement.

The Cone of Silence prohibits the following activities:

- Any communication regarding this RFP between a potential financial institution, service provider, Respondent, lobbyist or financial institution and the City’s professional staff;
- Any communication regarding this RFP between the Mayor, Council members and any member of the Mayor and Council’s professional staff;
- Any communication regarding this RFP between a potential financial institution, service provider, Respondent, lobbyist or financial institution and any member of a selection committee;

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- Any communication regarding this RFP between the Mayor, Council members, and any member of the selection committee;
- Any communication regarding this RFP between any member of the City's professional staff and any member of the selection committee; and
- Any communication regarding this RFP between a potential financial institution, service provider, Respondent, lobbyist or financial institution and the Mayor or Council.

Pursuant to Section 2-11.1(t)(1)(a)(ii), the Cone of Silence shall terminate at the time the Manager makes his/her written recommendation to the City Council. However, if the City Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

- Oral communications at pre-bid conferences;
- Oral presentations before selection of evaluation committees;
- Public presentations made to the City Council during any duly noticed public meeting;
- Written communications regarding a particular RFP, RFP, or bid between a potential financial institution, service provider, Respondent, bidder, lobbyist or financial institution and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such RFP, RFP, or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- Communications with the City Attorney and his or her staff;
- Duly noticed site visits to determine the competency of bidders/Respondents regarding a particular bid/proposal during the time period between the opening of bids and the time the City Manager makes his or her written recommendation;
- Any emergency procurement of goods or Revenue Note pursuant to City Code;
- Responses to the City's request for clarification or additional information pursuant to this RFP;
- Contract negotiations during any duly noticed public meeting;
- Communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential financial institution, service provider, Respondent, bidder, lobbyist, or financial institution and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Violation of the Cone of Silence by a particular bidder or Respondent shall render the RFP award or bid award to said bidder or Respondent voidable by the City Council and/or City Manager. Please contact the City Clerk for any questions regarding Cone of Silence compliance.

- 1.4 ADDENDA.** If the City finds it necessary to add to, or amend this RFP prior to the Proposal submittal deadline, the City will issue written addenda/addendum. Each financial institution must acknowledge receipt of each addendum by signing the acknowledgement (Form 4) and providing it with its Proposal.
- 1.5 CERTIFICATION.** By submitting a Proposal to this RFP, the signer of the Proposal declares that the person(s), financial institution(s) and parties identified in the Proposal are interested in and available for providing the Revenue Note; that the Proposal is made without collusion with any other person(s), financial institution(s) and parties; that the Proposal is fair in all respects and is made in good faith without fraud; and that the signer of the cover letter of the Proposal has full

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authority to bind the person(s), financial institution(s) and parties identified in the Proposal. By submitting a proposal, the financial institution shall certify that it has fully read and understood this RFP and the proposal method and has full knowledge of the scope, nature, of the Revenue Note.

- 1.6 ECONOMY OF PREPARATION.** Proposals should be prepared simply and economically, providing a straightforward, concise description of the Respondent's ability to fulfill the requirements of the RFP.
- 1.7 [INTENTIONALLY OMITTED].**
- 1.8 PROPOSALS BINDING.** All Proposals submitted shall be binding upon the Respondent for 365 calendar days following opening.
- 1.9 PUBLIC RECORDS.** Florida law provides that municipal records should be open for inspection by any person under Chapter 119, F.S. Public Records law. All information and materials received by the City in connection with proposals shall become property of the City and shall be deemed to be public records subject to public inspection.
- 1.10 PROPOSAL DISCLOSURE.** Upon opening, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes, to the extent applicable. Respondents are required to *identify specifically* any information contained in their Proposal which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All Proposals received from Respondents in response to this RFP will become the property of the City and will not be returned to the Respondents. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.
- 1.11 PROPOSAL WITHDRAWAL.** Respondents may withdraw their proposals by notifying the City Clerk in writing at any time prior to the scheduled opening. Respondents may withdraw their proposals in person or through an authorized representative. Respondents and authorized representatives must disclose their identity and provide written receipt for the returned proposals. Proposals, once opened, become the property of the City and will not be returned to the Respondents.
- 1.12 RETENTION OF PROPOSAL.** The City reserves the right to retain all Proposals submitted and use any ideas contained in any Proposal, regardless of whether that financial institution is selected.
- 1.13 REQUESTS FOR INFORMATION/CLARIFICATION.** The City, independently or upon request, may furnish additional information related to this RFP so as to clarify any provision contained herein and/or to facilitate proposals. The City has made efforts to provide accurate and complete information in this RFP. The City shall not be penalized in any way for the lack of any information deemed necessary by any responding financial institution. Accuracy of this data is not guaranteed. It is the sole responsibility of responding Respondents to assure that they have all information necessary for submission of their proposals. Any and all questions or requests for information or clarification pertaining to this RFP must be made in writing via email to Zuzell Murguido, Procurement Specialist II, murguido@miamisprings-fl.gov by no later than September 29, 2021 by 5:00P.M.
- 1.14 IRREGULARITIES & RESERVATION OF RIGHTS.** Proposals will be selected at the sole discretion of the City. The City reserves the right to waive any irregularities in the request process, to reject any or all proposals, reject a proposal which is in any way incomplete or irregular, re-bid the entire solicitation or enter into agreements with more than one respondent. Proposals received after the deadline provided in this RFP will not be considered.

The City reserves the right to award one or more contract(s) to the financial institution who will best serve the interests of the City and whose Proposals are considered by the City to be the lowest, most responsive and responsible Respondent whose bid meets the requirements and criteria set forth in

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this RFP. Notwithstanding, the City may, at its sole discretion, reject all Proposals and cancel the solicitation, in which case no award will be made.

The City reserves the right to accept or reject any or all Proposals, based upon its deliberations and opinions. In making such determination, the City reserves the right to investigate the financial capability, integrity, experience and quality of performance of each financial institution, including officers, principals, senior management and supervisors, as well as the staff identified in the Proposal.

Respondents shall furnish additional information as the City may require. This includes information that indicates financial resources as well as ability to provide the requisite Revenue Note. The City reserves the right to make investigations of the qualifications of the Financial Institution as it deems appropriate, including but not limited to background investigations and checking of references.

- 1.15 LOBBYIST REGISTRATION.** Respondents must comply with the City's lobbyist regulations. Please contact the City Clerk at (305) 365-5506 for additional information.
- 1.16 PROPOSAL/PRESENTATION COSTS.** The City shall not be liable for any costs, fees, or expenses incurred by any financial institution in responding to this RFP, nor subsequent inquiries or presentations relating to its Proposal.
- 1.17 LATE SUBMISSIONS.** Proposals received by the City after the time specified for receipt will not be considered. They will be marked "LATE" and returned unopened. Proposals received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of Proposals shall be decided in the favor of the City. Respondents shall assume full responsibility for timely delivery at the location designated for receipt of Proposals. The City shall not be responsible for Proposals received after the submittal deadline and encourages early submittal.
- 1.18 COMPLETENESS.** All information required by this RFP must be supplied to constitute an acceptable and complete proposal.
- 1.19 PERMITS, TAXES, LICENSES.** The financial institution shall, at its own expense, obtain all necessary permits, pay all licenses, fees and taxes required to comply with all local ordinances, state and federal laws, rules, regulations and professional standards that would apply to this contract.
- 1.20 LAWS, ORDINANCES.** The financial institution shall observe and comply with all federal, state, and local laws, including ordinances, rules, regulations and professional standards that would apply to the contract.
- 1.21 [INTENTIONALLY OMITTED].**
- 1.22 BONDS.** The City Manager has waived the requirements for payment or performance bonds upon such circumstances as are deemed in the best interest of the City.

END OF SECTION 1

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**SECTION 2
REVENUE NOTE REQUESTED BY THE CITY**

2.1 PURPOSE AND SCOPE OF REVENUE NOTE. The City is seeking proposals from qualified financial institutions ("Financial Institution(s)"), to provide a tax-exempt bank qualified fixed rate Capital Improvement and Equipment Acquisition Revenue Note at the lowest overall borrowing cost pursuant to certain conditions set forth herein (the "Revenue Note"). The Financial Institution shall provide all necessary labor, materials, documents, reports and expertise required to provide the Revenue Note, including but not limited to the tasks identified herein. The Revenue Note will be for infrastructure improvements to the City's Parks and Recreation facilities, acquisition of two new sanitation trucks, and acquisition of a vehicle for the City's Parks and Recreation Department.

2.2 FINANCING STRUCTURE. Provided below is the general financing structure. Deviations from this structure may or may not be considered by the City on a case-by-case basis.

- 2.2.1** Amount: \$645,000 (estimated)
- 2.2.2** Closing Date: October/November 2021 (subject to change)
- 2.2.3** Interest Rates: Bank-qualified, Tax-exempt fixed rate for the entire term of the Revenue Note. Disclose each rate and the APY of said rate. The rate quoted may not exceed the maximum rate permitted under Florida Statute 215.84 applicable at the time of closing.
- 2.2.4** Prepayment. The City requests the ability to prepay the note in whole or in part without penalty. Please provide prepayment options with submittal.
- 2.2.5** Maturity/Term. Five (5) Year note term. Seven (7) and ten (10) year options may also be considered.
- 2.2.6** Principal Payment Dates: Quarterly
- 2.2.7** Interest Payment Dates: Quarterly
- 2.2.8** Fees and Taxes: Describe in detail all fees and expenses for which the City will be responsible. The amounts stated in the response shall represent the maximum amounts payable to the Bank by the City. All fees and expenses in excess of those stated in the response shall be the sole responsibility of the proposer and will not be paid or reimbursed by the City.
- 2.2.9** Compounding Interest: None
- 2.2.10** Interest Day Counting Method: 30/360
- 2.2.11** Conditions: Provide a list of all conditions, terms, or restrictions, other than those specified above, which would be included in the Revenue Note.

2.3 SECURITY/COLLATERAL

The City will covenant and agree to appropriate in its annual budget from Non-Ad Valorem Revenues (as defined below) lawfully available in each fiscal year, amounts sufficient to pay the principal and interest due on the Revenue Note. "Non-Ad Valorem Revenues" means all revenues of the City derived from any source other than ad valorem taxation on real or personal property and which are legally available to make the payments required, but only after provision has been made by the City for the payment, to the extent not otherwise provided by ad valorem taxes, of (a) all services necessary for conducting of the public safety and general governmental obligations of the Issuer and (b) all legally mandated services.

The Revenue Note shall not be deemed to constitute a general obligation or indebtedness of the City or a pledge of the faith and credit of the Issuer within the meaning of any provision of the Constitution of the State of Florida, but shall, instead, be payable exclusively from legally available non-ad valorem revenues

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of the Issuer. This issuance of the Revenue Note shall not directly or indirectly or contingently obligate the City to levy or to pledge any form of ad valorem taxation whatever therefor nor shall the Revenue Note constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the City, and the Bank shall have no recourse to the power of ad valorem taxation.

2.4 TAX STATUS

The Revenue Note will be issued as a tax-exempt obligation.

2.5 BANK QUALIFIED STATUS

The Revenue Note will be issued as a bank-qualified obligation.

2.6 CAPITAL ADEQUACY/YIELD MAINTENANCE

The City's preference is not to include capital adequacy provisions and yield maintenance covenants as part of the Revenue Note. Should the Proposer require any provisions that would create the ability for the Proposer to increase the interest rate on the Revenue Note in the future, please provide those required provisions as part of the proposal.

2.7 COVERAGE, ANTI-DILUTION, AND ACCELERATION

The City has several outstanding bond issues secured by specific sources of Non-Ad Valorem Revenues. Please review the City's 2020 CAFR for a description of these bond issues. The 2020 CAFR is available online at: <https://www.miamisprings-fl.gov/finance/comprehensive-annual-financial-reports-cafr>

2.8 DOCUMENTATION

Weiss Serota Helfman Cole & Bierman, P.L. ("Counsel") will prepare the authorizing legislation, resolution, and all documents to close the Revenue Note. The Bank will be furnished, without charge, the Counsel's opinion approving the legality and tax-exempt status of the Revenue Note, together with all closing certificates and documents related to the Revenue Note.

At the closing of the Revenue Note, the Bank will be required to make certain certifications, including, but not limited to, signing a closing certificate stating that:

- a. it is making the Revenue Note for its own account, does not currently intend to syndicate the Revenue Note, will take no action to cause the Revenue Note to be characterized as a security, and will not treat the Revenue Note as a municipal security for purposes of the securities law;
- b. it is not acting as a broker or other intermediary, and is funding the Revenue Note from its own capital for its own account, and not with a present view to a resale or other distribution to the public;
- c. the Revenue Note will not be used in the future on a securitized transaction or be treated as a municipal security;

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- d. it understands that the Revenue Note is evidenced by a bond that is issued in a single denomination equal to the aggregate principal amount of the Revenue Note, may not be transferred except in whole, and will not be transferred to any kind of trust under any circumstances;
- e. the Revenue Note will only be sold by the Bank to a Permitted Lender (as defined below) with the Issuer's consent. "Permitted Lender" means a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes;
- f. it is not funding the Revenue Note for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes;
- g. it has in its possession, or has had access to, all material information concerning the security and sources of payment of the Revenue Note, and, as a result thereof, is thoroughly familiar with the nature and risks of an investment in the Revenue Note. It has been afforded access to all material information, and has had sufficient opportunity to discuss the business of the Issuer and the capital items to be purchased with the proceeds of the Revenue Note, with its officers, employees and others, and has been permitted to make an investigation of the Issuer and its operations. It does not require any further information or data concerning the Issuer;
- h. in purchasing the Revenue Note, it has relied solely upon its own investigation, examination, and evaluation of the Issuer and other relevant matters, and has not relied upon any statement or materials which have not been supported by its own investigation and examination;
- i. it has knowledge and experience in financial and business matters, particularly in governmental obligations, is capable of evaluating the merits and risks of its investment in the Revenue Note, and has determined that it can bear the economic risk of its investment in the Revenue Note;
- j. it acknowledges the understanding that the Revenue Note is not being registered under the Securities Act of 1933, as amended (the "1933 Act") or Chapter 517, Florida Statutes, and that the Issuer shall have no obligations to effect any such registration or qualification. It also acknowledges that it is an "accredited investor" within the meaning of Chapter 517, Florida Statutes, and Regulation D of the 1933 Act;
- k. there will be no CUSIPs obtained on the Revenue Note; and,
- l. there will be no credit rating obtained on the Revenue Note.

The Bank shall also be required to execute such additional certifications or acknowledgments as are customary on similarly structured municipal finance transactions in Florida, as reasonably determined by Counsel and counsel to the financial institution.

2.9 MISCELLANEOUS

- 2.9.1** The City will not accept proposals with reserve requirements or other restrictions to revenues or requirements to maintain minimum balances in any bank account as a condition for the Note.
- 2.9.2** The Revenue Note may not be assigned without the City's prior written authorization.

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- 2.9.3** A copy of the City's current 2020/2021 budget can be found online at <https://www.miamisprings-fl.gov/community/proposed-budgets>
- 2.9.4** The City may elect to have the selected financial institution(s) provide all of the items on the Revenue Note, some of the items on the Revenue Note, or none of the items on the Revenue Note. The selected financial institution(s) is/are not guaranteed an award by the City under this solicitation. All Revenue Note requirements will be coordinated with the City Manager/Finance Director.

END OF SECTION 2

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**SECTION 3
PROPOSAL SUBMISSION REQUIREMENTS AND EVALUATION**

3.1 GENERAL PROPOSAL INSTRUCTIONS; SUBMITTAL DEADLINE

1 (one) signed Letter of Intent shall be submitted electronically via DemandStar clearly marked "Proposal to City of Miami Springs RFP for 04-20/21."

All Proposals must be received by October 6, 2021 by or before 2:30 P.M. (EST) via Demandstar E-bidding upload or in person at City of Miami Springs, City Hall, City Clerk's Office located at 201 Westward Drive, Second Floor, Miami Springs, FL 33166. All Proposals must be received by the due date and time. Proposals received after the due date and time will not be considered.

All Proposals received will be publicly opened and announced during a virtual meeting, on the date and at the time specified in the Schedule of Events set forth in Section 1.2, above. All Proposals received after that time shall be returned, unopened.

3.2 PROPOSAL REQUIREMENTS

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that the Proposals be organized in the manner specified herein and contain the below-listed information and documents. Failure to do so may deem a submitted Proposal as non-responsive.

Proposals will be evaluated on the basis of cost and the structure that best meets the financing requirements of the City. Further, the City will accept proposals that provide for the ability to prepay the Note in whole or in part at any time without penalty. Prepayment penalties may be considered.

In addition to other requirements stated in this RFP, to be eligible to respond, the Respondent shall submit a Proposal that includes all of the following information/documentation, appropriately tabbed, in this exact order ("Proposal"):

- Tab A. Cover Page:** Each Proposal submitted shall have a cover page with financial institution's business name, address, and telephone number; name and all contact information for individual that will serve as "Banking Manager," a primary liaison between the financial institution and the City; date; and subject "Proposal for RFP No.: 04-20/21 Capital Improvement and Equipment Acquisition Revenue Note."
- Tab B. Terms Proposal:** Submit a signed, firm, fixed rate for providing all the Revenue Note per year for the term of the contract. Please refer to Form 12 for Terms Proposal requirements.
- Tab C. Forms:** Complete all forms provided in Section 4 that are not otherwise included in a separate tab.

3.3 EVALUATION CRITERIA

Proposals will be evaluated on the basis of cost and the structure that best meets the financing requirements of the City. The City intends to award a financial institution that provides: (a) the lowest overall borrowing cost and best fixed rate for the entire term of the note, and (b) the best terms and conditions determined by the City to be most advantageous to the City.

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3.4 SELECTION PROCESS

Staff Level Review for Compliance with Minimum Requirements. A member of City Staff shall review and evaluate the Proposals submitted to ensure the minimum requirements of the RFP have been met. The City Manager or designee may reject those Proposals that do not meet the minimum requirements of the RFP.

Recommendation to City Council. The City Manager will present a recommendation to the City Council with the Procurement Department's Evaluation rankings and recommendations for consideration by the City Council and the City Manager's recommendation for award or rejection of all proposals for approval at a Council meeting.

City Council Meeting to Select and Approve Revenue Note Agreement(s) with Financial Institution(s). The City intends to award a financial institution that provides: (a) the lowest overall borrowing cost and best fixed rate for the entire term of the note, and (b) the best terms and conditions determined by the City to be most advantageous to the City. The City Council may select the financial institution(s) that it determines are the lowest, most responsive and Responsible Bidder(s), taking into consideration all aspects of the financial institution's Proposal and authorize by Resolution the terms of the Revenue Note in accordance with the accepted Proposal. The City Council shall have the final authority to select the financial institution(s) and award any Revenue Note. Any award and execution of an agreement shall be subject to approval by the City Attorney as to form, content, and legal sufficiency. Should the City Manager be unable to negotiate a satisfactory contract with the selected financial institution(s) upon terms that the City Manager determines to be fair, competitive, and reasonable, negotiations with that financial institution may be terminated. The City Manager or designee(s) shall then undertake negotiations with the next highest-ranked financial institution, and, if negotiations are terminated, shall continue to each next highest-ranked financial institution until a satisfactory contract may be negotiated.

The City reserves the right to reject any or all proposals which is in any way incomplete or irregular, re-bid the entire solicitation, or enter into agreements with more than one financial institution.

END OF SECTION 3

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**SECTION 4
FORMS, AFFIDAVITS, AND EXHIBITS**

The following forms, affidavits, and exhibits are attached to this solicitation for completion and submission, as applicable, with the Respondent's Proposal:

FORMS

Form 1: Proposal Checklist

Form 2: [INTENTIONALLY OMITTED] Form 3: [INTENTIONALLY OMITTED]

Form 4: Acknowledgment of Addenda

Form 5: Single Execution Affidavit (contains the following affidavits:)

- **Americans with Disabilities Act Compliance**
- **Public Entity Crimes Act**
- **No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics**
- **Business Entity**
- **Non-Collusion/Anti-Collusion**
- **Scrutinized Companies**
- **Acknowledgment, Warranty, and Acceptance**
- **Ownership Disclosure**
- **Truth in Negotiation Certificate**
- **Prohibition on Contingent Fees**

**Form 6: Certification for Disclosure of Lobbying Activities on Federal Aid Contracts
(Compliance with 49 CFR, Section 20.100(b))**

Form 7: Dispute Disclosure

Form 8: [INTENTIONALLY OMITTED]

Form 9: [INTENTIONALLY OMITTED]

Form 10: E-Verify Affidavit

Form 11: IRS Form W-9

Form 12: Terms Proposal

**CITY OF MIAMI SPRINGS
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**FORM 1
PROPOSAL CHECKLIST**

_____ Form 1:	Proposal Checklist
N/A _____ Form 2:	NOT APPLICABLE
N/A _____ Form 3:	NOT APPLICABLE
_____ Form 4:	Acknowledgment of Addenda
_____ Form 5:	Single Execution Affidavit
_____ Form 6:	Certification for Disclosure of Lobbying Activities on Federal Aid Contracts (Compliance with 49 CFR, §20.100(b))
_____ Form 7:	Dispute Disclosure
N/A _____ Form 8:	NOT APPLICABLE
N/A _____ Form 9:	NOT APPLICABLE
_____ Form 10:	E-Verify Affidavit
_____ Form 11:	IRS Form W-9
_____ Form 12:	Terms Proposal

Financial institution: _____ Date: _____

Authorized Signature: _____

Print or Type Name: _____ Title: _____

**CITY OF MIAMI SPRINGS
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**FORM 4
ACKNOWLEDGEMENT OF ADDENDA**

I HEREBY ACKNOWLEDGE that I have received all of the following addenda and am informed of the contents thereof:

Addendum Numbers Received:

(Check the box next to each addendum received)

_____ Addendum 1

_____ Addendum 6

_____ Addendum 2

_____ Addendum 7

_____ Addendum 3

_____ Addendum 8

_____ Addendum 4

_____ Addendum 9

_____ Addendum 5

_____ Addendum 10

Financial institution: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 04-20/21**

**FORM 5
SINGLE EXECUTION AFFIDAVITS**

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE RESPONDENT OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE RESPONDENT OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE RESPONDENT OR BIDDER IS DEEMED TO BE NON-RESPONSIBLE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

<hr/> NAME OF PROPOSING OR BIDDING ENTITY	By: <hr/> INDIVIDUAL'S NAME AND TITLE
<hr/> FEIN OF PROPOSING OR BIDDING ENTITY	Date: <hr/>

Americans with Disabilities Act Compliance Affidavit

The above-named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third-party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 29 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

Respondent Initials

Public Entity Crimes Affidavit

I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after

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July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in management of an entity.

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

- ☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Consultant list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to

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entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

Respondent Initials

No Conflict of Interest or Contingent Fee/Anti-Kickback/Code of Ethics Affidavit

Respondent warrants that neither it nor any principal, employee, agent, representative nor family member has paid, promised to pay, or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Respondent also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Respondent acknowledges that any violation of this warranty will result in the termination of the contract and forfeiture of funds paid or to be paid to the Respondent should the Respondent be selected for the performance of this contract.

Respondent Initials

Business Entity Affidavit

Respondent hereby recognizes and certifies that no elected official, board member, or employee of the City of Miami Springs (the "City") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City board members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Respondent or Consultant, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Consultant or Respondent. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Respondent. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Respondent recognizes that with respect to this transaction or bid, if any Respondent violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Respondent may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to City.

Respondent Initials

Non-Collusion/Anti-Collusion Affidavit

1. Respondent/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;

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2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Respondent/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Respondent/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Respondent/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Respondent/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against City of Miami Springs or any person interested in the proposed Contract.

Respondent Initials

Scrutinized Companies

1. Respondent certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this RFP at its sole option if the Respondent or its subcontractors are found to have submitted a false certification; or if the Respondent, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
2. If the Agreement that may result from this RFP is for more than one million dollars, the Respondent certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. pursuant to Section 287.135, F.S., the City may immediately terminate the Agreement that may result from this RFP at its sole option if the Respondent, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Respondent, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
3. The Respondent agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement that may result from this RFP. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Respondent Initials

Acknowledgment, Warranty, and Acceptance

1. Consultant warrants that it is willing, able to, and will comply with all applicable federal, state, county, and local laws, rules and regulations.
2. Consultant warrants that it has read, understands, and is willing to and will comply with all of the requirements of the solicitation and any and all addenda issued pursuant thereto.

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3. Consultant warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City Manager.
4. Consultant warrants that all information provided by it in connection with this proposal is true and accurate.
5. I hereby propose to furnish the services specified in the RFP. I agree that my Proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the Proposal.
6. I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.
7. I understand that a person or affiliate who has been placed on the convicted Consultant list following a conviction for public entity crimes may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with a public entity , and may not transact business with any public entity in excess of the threshold amount provided in Sec. 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Consultant list.

Respondent Initials

Ownership Disclosure Affidavit

1. If the contract or business transaction is with a corporation or company, the full legal name and business address shall be provided for each officer, director, member and manager and each stockholder or member who holds directly or indirectly five percent (5%) or more of the corporation's or company's stock or shares. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

Name	Address	Ownership (%)

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows (attach additional sheet, if necessary):

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 04-20/21**

Name	Address

Respondent Initials

Truth in Negotiation Certificate

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for projects and services that may be offered pursuant to this Request for Proposals and the Continuing Services Agreement related thereto will be accurate, complete, and current at the time of contracting. The Consultant further agrees that the price provided under separate, project specific agreements and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of each corresponding agreement. For purpose of this certificate, the end of the agreement shall be deemed to be the date of the final billing or acceptance of the work by the City, whichever is later. The undersigned firm is furnishing this Truth in Negotiation Certificate pursuant to Section 287.055(5)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with the City of Miami Springs, Florida.

Respondent Initials

Prohibition on Contingent Fees

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Request for Proposals and the Continuing Services Agreement related thereto and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement. The undersigned Consultant is furnishing this statement pursuant to Section 287.055(6)(a), Florida Statutes for the undersigned firm to receive a continuing agreement for professional architecture and engineering services with the City of Miami Springs, Florida. Consultant understands that for the breach or violation of this provision, the City shall have the right to terminate the resulting agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**CITY OF MIAMI SPRINGS
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The provisions of this statement shall be incorporated in the resulting agreement, if awarded, as though fully stated therein.

Respondent Initials

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Firm: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 20____, by _____
(name of person) as _____ (type of authority) for _____
_____(name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

**CITY OF MIAMI SPRINGS
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FORM 6

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49 CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Contractor described below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Firm: _____

Authorized Signature: _____ **Date:** _____

Print or Type Name: _____ **Title:** _____

**CITY OF MIAMI SPRINGS
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**FORM 7
DISPUTE DISCLOSURE**

Answer the following questions by placing an "X" after "Yes" or "No". If you answer "Yes" to any of the questions, please explain in the space provided, or on a separate sheet attached to this form.

1. Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES _____ NO _____

2. Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES _____ NO _____

3. Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES _____ NO _____

If yes, state the nature of the request for equitable adjustment, contract claim, protest, litigation, and/or regulatory action, and state a brief description of the case, the outcome or status of the suit, the monetary amounts of extended contract time involved, and the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. Describe all litigation (include the court and location) of any kind involving Consultant or any Key Staff members within the last five (5) years.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Proposal for the City of Miami Springs.

Firm: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

**CITY OF MIAMI SPRINGS
REQUEST FOR PROPOSALS NO. 04-20/21**

**FORM 10
E-VERIFY AFFIDAVIT**

In accordance with Section 448.095, Florida Statutes, the City of Miami Springs requires all contractors doing business with the City to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The City will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

The respondent Firm must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the Firm's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/fag/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By submitting a response to this RFP and signing below, the respondent Firm acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

☐ **Check here to confirm proof of enrollment in E-Verify has been submitted as part of the response.**

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: _____

Print Name: _____

Title: _____

Witness #2 Print Name: _____

Firm: _____

ACKNOWLEDGMENT

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 20____, by _____
(name of person) as _____ (type of authority) for _____
_____ (name of party on behalf of whom instrument is executed).

Notary Public (Print, Stamp, or Type as Commissioned)

Personally known to me; or

Produced identification (Type of Identification: _____)

Did take an oath; or

Did not take an oath

**CITY OF MIAMI SPRINGS
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**FORM 11
IRS FORM W-9**

Please visit the following link for information about IRS Form W-9:

<https://www.irs.gov/forms-pubs/about-form-w-9>

Please complete and submit with the proposal IRS Form W-9, which may be found online by visiting:

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

☐ **Check here to confirm IRS Form W-9 has been submitted as part of the response.**

Financial institution: _____

Authorized Signature: _____

Date: _____

Print or Type Name: _____

Title: _____

**CITY OF MIAMI SPRINGS
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**FORM 12
TERMS PROPOSAL**

Capital Improvement and Equipment Acquisition Revenue Note Details	
Type of Financing	Fixed Rate
Loan Amount	\$645,000
Repayment Terms – Principal	Quarterly
Repayment Terms – Interest	Quarterly
Term	5 Years
Collateral	Covenant to Budget and Appropriate Non-Ad Valorem Revenues
Financial Institution – Terms Proposal	
Interest Rate	%
Prepayment Penalty	
Bank Counsel Fees	
Additional Items	

In addition to the above-stated information, the Financial Institution shall, **on a separate sheet**:

1. provide a tax-exempt, bank qualified fixed interest rate for the full term of the Revenue Note. The proposal shall give a stated time in which the proposed rate will be held as well as the index in which the rate shall be calculated should the stated time elapse. The Note should be amortized based upon the final interest rate and Note size. The City will agree to take such actions as may be required by Treasury regulations in order to maintain the status of the Note as a tax-exempt obligation.
2. describe in detail all fees and expenses which the City will be responsible to pay to the Bank including its legal counsel. The City has retained the law firm of Weiss Serota Helfman Cole & Bierman, P.L. to prepare the Revenue Note documents. The amounts stated in the proposal shall represent the maximum amounts payable to the Bank by the City. All fees and expenses, with the exception of those of the City Counsel, in excess of those stated in the proposal shall be the sole responsibility of the Bank and will not be paid or reimbursed by the City.
3. provide a listing of all conditions, covenants, terms or restrictions, other than those specified in this RFP, which would be included in your commitment to provide the Note. Certain covenant requirements, including but not limited to cross-default with other City debt, or those that create notice defaults not subject to a cure period, may be deemed non-responsive to this request.

The undersigned attests to his/her authority to submit this proposal and to bind the financial institution herein named to provide as per contract, if the financial institution is selected by the City. The undersigned further certifies that he/she has read the Request for Proposal relating to this request and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

By signing this form, the proposer hereby declares that this proposal is made without collusion with any other person or Financial Institution submitting a proposal pursuant to this RFP.

Financial institution: _____

Authorized Signature: _____

Title: _____

Print or Type Name: _____

Date: _____